

EXHIBIT C

EMPLOYEE INVENTION AND CONFIDENTIAL INFORMATION AGREEMENT

In consideration and as a condition of my employment, or continued employment, by **LSI LOGIC CORPORATION** (hereinafter the "Company") and the compensation paid therefor:

1. **Confidentiality.** Except as otherwise provided herein, I agree to keep confidential and not to disclose, or make any use of, except for the benefit of the Company, either during or subsequent to my employment, any inventions, trade secrets, proprietary or confidential information, work of authorship or proprietary thing that relates to the actual or demonstrably anticipated business, research, development, product, devices or activity of the Company or any of its clients, customers, consultants, licensees or affiliates (hereinafter "Others"), which I may produce, obtain or otherwise acquire during the course of my employment. For the purposes of this Agreement all of the foregoing items which I am bound to maintain confidential, or with respect to which I have a duty or obligation shall be referred to in this Agreement, individually and collectively as "Proprietary Information".

2. **Conflicting Employment: Return of Confidential Material.** I agree that, without the prior written consent of the Company, during my employment with the Company I will not engage in any other employment, occupation, consulting or other activity relating to the actual or demonstrably anticipated business of the Company or which would otherwise conflict with my obligations to the Company. If my employment with the Company terminates for any reason I agree to promptly surrender and deliver to the Company all records, drawings, documents and data pertaining to any Proprietary Information as well as tangible property related thereto which I then have in my custody or control. Further, I will

not take with me any document, disk or other thing containing or pertaining to any Proprietary Information which I may produce or obtain during the course of my employment with the Company.

3. Assignment of Inventions. I hereby assign and transfer to the Company my entire right, title and interest in all Proprietary Information, conceived solely by me or jointly with Others during the period of my employment with the Company. This Agreement does not require assignment of any invention excluded from any assignment by Section 2870 of the California Labor Code (hereinafter "Section 2870").

4. Disclosure of Inventions. I agree that in connection with any invention, trade secret, work of authorship, proprietary information or proprietary thing:

(a) I will disclose all Proprietary Information upon conception or creation in writing to my immediate supervisor, with a copy to the Company's Patent Counsel, regardless of whether I believe the invention is protected by Section 2870, in order to permit the Company to claim rights to which it may be entitled under this Agreement. Such disclosure shall be received in confidence by the Company;

(b) Upon the Company's request, I will promptly execute a written assignment to the Company of all right, title, and interest to any Proprietary Information and I will preserve the aforementioned as confidential information of the Company;

(c) Upon the Company's request and at its expense, I agree to assist the Company (or its nominee) during and at any time subsequent to my employment in every reasonable way to obtain for its own benefit patents, copyrights, mask work rights or other proprietary interest or protections for such assignable Proprietary Information in any and all countries, which Proprietary Information shall be and remain the sole and exclusive property of the Company (or its nominee) regardless of whether patented, copyrighted, registered or otherwise protected; and

(d) I specifically acknowledge that any computer program, any programming documentation and any semiconductor chip products or mask works fall within the scope of this Agreement and that the Company owns all rights comprised in the registration or copyrights of such work.

5. Execution of Documents. In connection with paragraph 4, upon the Company's (or its nominee's) request and at its expense, I agree to execute, acknowledge and deliver to the Company (or its nominee) all such documents, including without limitation applications for patents, registrations, assignments of inventions and patents, assignments of copyrights and/or mask works to be issued or registered therefor, which the Company deems necessary or desirable to protect or register its interest in the Proprietary Information in any and all countries or to otherwise vest title thereto in the Company (or its nominee).

6. Prior Inventions. It is understood that all inventions, if any, patented or unpatented, which I made prior to my employment by the Company, are excluded from the scope of this Agreement. To preclude any uncertainty, I have set forth below a complete list of all of my prior inventions, including numbers of all patents and patent applications and a brief description of all unpatented inventions which are not the property of a previous employer. I represent and covenant that the list is complete and that if no items are on the list, I have no such prior inventions. I hereby certify that I have no continuing obligations with respect to assignment of inventions to any previous employer. I understand that any improvements, whether subject to patent, copyright or other protection, made on the listed inventions after the commencement of my employment by the Company are assigned or are to be assigned to the Company to the extent that such improvements are covered by the provisions of paragraph 3 of this Agreement.

7. Other Obligations. I acknowledge that the Company, from time to time, may have agreements with other persons or with the U.S. Government, or agencies thereof, which impose obligations or restrictions on the Company regarding Proprietary Information made in the course of that work or regarding the confidential nature of such work. I agree to be

bound by all such obligations and restrictions and to take all action necessary to discharge the obligations of the Company thereunder.

8. Trade Secrets, Property Rights and Confidential Information of Others. I represent that my performance of all the terms of this Agreement and as an employee of the Company does not and will not breach any Agreement made prior to my employment with the Company to keep in confidence or in trust any confidential or Proprietary Information or material including any invention, trade secret or work of authorship belonging to any previous employer of mine or any other person. I agree not to enter into any agreement either written or oral in conflict herewith. I will not disclose to the Company, nor induce the Company to receive or use, any confidential information, trade secret, work of authorship, proprietary information or proprietary thing belonging to, or designated as confidential by any previous employer of mine or by any other person.

9. Solicitation. I will not during my employment or within one year after it ends, without the express written consent of the Company, directly or indirectly: (a) induce any employee to terminate or alter his or her relationship with the Company, or (b) directly solicit any employee of the Company, to leave employment with the Company.

10. Terms of Employment. I understand and agree that I am not being employed by the Company for any specified period of time and that either I or the Company may terminate my employment with the Company at any time for any reason, with or without cause.

11. Modification. This Agreement may not be amended, in whole or in part, except by a written instrument signed by both parties hereto.

12. Entire Agreement. I acknowledge receipt of this Agreement, and agree that with respect to the subject matter hereof it is my entire agreement with the Company, superseding any previous oral or written understandings or agreements with the Company or any officer or representative thereof.

13. **Severability.** If any provision of this Agreement shall be held to be illegal or unenforceable, such provision shall be modified so as to be legal and enforceable in a manner that is as consistent with the original intent as possible, or if such is not be possible it shall be severed from this Agreement shall not fail on account thereof, but shall otherwise remain in full force and effect.

14. **Successors and Assigns.** This Agreement shall be binding upon my heirs, executors, administrators or other legal representatives and is for the benefit of the Company, its subsidiaries and successors in interest or assigns.

15. **Export Regulations Compliance.** I acknowledge and understand that any technical data subject to the U.S. export regulations or related to defense articles on the U.S. Munitions List, to which I have access or which is disclosed to me in the course of employment by the Company is subject to export control under either the Department of Commerce or the International Traffic in Arms Regulations (Title 22, Code of Federal Regulations, Parts 120-130). I hereby certify that such data will not be further disclosed, exported, or transferred in any manner to any foreign country without prior written approval of either the Department of Commerce or the Office of Munitions Control, U.S. Department of State as applicable.

16. **Governing Law.** This Agreement shall be governed by the laws of the State of California.

LSI LOGIC CORPORATION

By: Cari Kimse

Name: Cari Kimse

Title: HR Asst

Date: 2/16/93

SHELDON ARONOWITZ

Employee - Print Name

Sheldon Aronowitz

Employee - Signature

2/16/93

Date